

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION FUND AGREEMENT

Amount: \$ 38,000.00

Grantee: City of Minneapolis, Environmental Services

Address: Public Service Center, Room 414
250 South 4th Street
Minneapolis, MN 55415

Primary Phone: 612-673-2698

Fax: 612-673-2635

E-mail Address: douglas.snyder@ci.minneapolis.mn.us

THIS AGREEMENT is between the Mississippi Watershed Management Organization, hereinafter referred to as the “MWMO” or “Board,” and the grantee described above, hereinafter referred to as the “Grantee.”

1. BACKGROUND

- 1.1 Minnesota Statutes, Sections 103B.201 to 103B.252 establishes the Metropolitan Area Watershed Management Act and related Water Resources Protection and Management Programs, hereinafter referred to as the “Act.”
- 1.2 The MWMO desires to conduct such programs and projects as are necessary to meet statutory and rule requirements for implementing a comprehensive watershed management plan.
- 1.3 The Grantee is eligible to obtain MWMO funds to accelerate implementation of the MWMO Plan, Goals and Policies.
- 1.4 The Grantee has submitted an application to the MWMO for funds and agrees to provide its own funds according to its application budget and work plan.
- 1.5 The Grantee has provided documentation that the Grantee will expend the funds within MWMO guidelines.
- 1.6 The MWMO has selected and approved the application received from the Grantee for funding to implement a program or project within the boundaries of the MWMO.

2. DUTIES AND CONDITIONS.

2.1 General

2.1.1 The MWMO will grant to Grantee the amount stated above, which funds may only be used for expenses incurred in performing activities specified in the application titled Mississippi River Water Quality Indicators from the Grantee, dated May 5, 2003, as supplemented or modified by Exhibit A to this Agreement or as approved in writing by MWMO staff (hereafter referred to as the "Application"). The Application is located in the Board office in Minneapolis, Minnesota, and is incorporated into this Agreement by reference. The work of the program or project described in the Application is hereafter referred to as the "Project." Grantee will perform the work of the Project in accordance with the Application. Grantee will conclude the Project within the time specified in the Application and no later than the date specified herein as the date for termination of this Agreement.

2.1.2 The MWMO will reimburse Grantee for expenses incurred in the Project to the maximum amount specified above. All other costs and expenses incurred by Grantee in completing the work of the Project will be the responsibility of Grantee. Only costs and expenses identified in the Application as "reimbursable" will be reimbursed by the MWMO. Administrative costs incurred by Grantee are not eligible for reimbursement under this Agreement.

2.1.3 Grantee will act in all respects as an independent contractor under this Agreement and will be solely responsible for performance of services required hereunder as well as the means and manner of performance thereof. The MWMO will not be an employer, partner or co-venturer with Grantee for any purpose, and will have no responsibility or liability for the acts or omissions of Grantee. Nothing herein authorizes Grantee to act as an agent or representative of the MWMO for any purpose.

2.2 Reporting

The Grantee will submit progress reports, using the work plan, timeline, and budget in the Application, to the Board every six (6) months on the status of the Project. A final report is due to the Board within ninety (90) calendar days after the end of the Agreement Period stated in section 5. TERM OF AGREEMENT or the completion of the Project, whichever occurs first.

3. TERMS OF PAYMENT.

The MWMO will disburse funds to Grantee pursuant to this Agreement, based on a payment request form provided by the MWMO, submitted by the Grantee and approved by the MWMO. Payment requests may be submitted once each month and must be accompanied by supporting invoices that relate to activities in the approved Project budget. Subject to verification of adequacy of a written disbursement request and approval of consistency with this Agreement, the MWMO will disburse the requested amount to the Grantee within four (4) weeks after receipt of a written disbursement request.

4. CONDITIONS OF PAYMENT.

All work performed by the Grantee under to this Agreement will be performed to the satisfaction of the Board, and in accordance with all applicable federal, state, and local laws, and any amendments thereto. The Grantee will use the funds herein only for the purposes described in its Application.

5. TERM OF AGREEMENT.

This Agreement will be effective when all necessary approvals and signatures have been obtained, and will terminate on December 31, 2003, or the date all obligations have been satisfactorily fulfilled by both parties, whichever occurs first. The MWMO will not be obligated to reimburse any expenses incurred after the end of the Agreement Period or to pay any payment requests received more than 90 days after the end of the Agreement Period.

6. CANCELLATION AND REVOCATION.

- 6.1 The Board may cancel this Grant Agreement for just cause. Just cause means that the Grantee is not disbursing funds in accordance with established Board procedures, or has otherwise breached a term of this Agreement. The Grantee must be given written notice 14 calendar days prior to cancellation. The Grantee may cancel this Grant Agreement with or without cause. In the event of cancellation by the Board, the Grantee is entitled to payment, determined on a pro rata basis, for work satisfactorily performed, and the remaining grant funds must be returned to the Board within thirty (30) calendar days. In the event of cancellation by the Grantee, all funds will be returned to the Board within thirty (30) calendar days.

7. ASSIGNMENT.

The Grantee will neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the Board. The Grantee may contract with others, including appropriate local units of government under terms and conditions specified by the Grantee to complete the work specified in the Application. However, Grantee will continue to be responsible for performance of its obligations under this Agreement notwithstanding contracts with contractors or subcontractors or approved assignment to a subgrantee.

8. USE OF FUNDS.

The Grantee will use the proceeds of this Agreement only for the eligible costs of the Project as described in the approved Application budget and work plan.

9. AMENDMENTS.

Any amendments to this Agreement must be in writing, and executed by the Board and the Grantee.

10. WORK PROGRAM AMENDMENTS.

Amendments to the approved work plan must be in writing and formally approved by the MWMO Project Manager before they are effective. These will include changes in planned actions and the budget for each planned action.

11. COST OVERRUNS.

The Grantee agrees that cost overruns are the sole responsibility of the Grantee.

12. INDEMNIFICATION.

The Grantee agrees to defend, indemnify and hold harmless, the MWMO, its officials, officers, agents and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Grantee, its contractors or subcontractors or anyone directly or indirectly employed by them, or any party that directly or indirectly benefits from the activities specified in this Agreement, or anyone for whose acts or omissions they may be liable in the performance of the activities specified in this Agreement and against all loss by reason of the failure of the Grantee to perform fully, in any respect, all obligations under this Agreement.

13. INSURANCE.

In order to protect the MWMO and those listed above under the indemnification provision, the Grantee agrees at all times during the term of this Agreement and beyond such term when so required, to have and keep or cause to have and be kept in force, and to cause all contractors and subcontractors to do likewise, the following insurance coverages under either a purchased insurance or self-insurance program:

1. Commercial General Liability on an occurrence basis with Contractual Liability Coverage:

	<u>Limits</u>
General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	1,000,000
Personal and Advertising Injury	1,000,000
Each Occurrence –	
Combined Bodily Injury and Property Damage	1,000,000

2. Automobile Liability – Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned, and hired automobiles. 1,000,000

3. Workers' Compensation and Employer's Liability:

a. Workers' Compensation	Statutory
If the contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.	
b. Employer's Liability. Bodily Injury by:	
Accident – Each accident	100,000
Disease – Policy Limit	500,000
Disease – Each Employee	100,000

4. Professional Liability – Per Claim and Aggregate 1,000,000

The insurance must be maintained continuously for a period of two years after the termination of this Agreement.

The Grantee will require that the contractor and any subcontractors furnish certificates of insurance to the Grantee of the insurance coverages listed above, and provide updated certificates as coverages expire.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits. The above establishes minimum insurance

requirements. It is the sole responsibility of the Grantee to determine the need for and to procure additional insurance that may be needed in connection with this Agreement. Copies of policies will be submitted to the MWMO upon written request.

14. ACCOUNTING AND RECORD KEEPING.

For all expenditures of funds made pursuant to this Agreement, the Grantee will keep financial records including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods will be in accordance with generally accepted accounting principles.

Grantee agrees that the MWMO, the State Auditor, or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., that are pertinent to the accounting practices and procedures of the Grantee and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights will be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

15. CAPITAL EQUIPMENT AND REAL PROPERTY.

The title for equipment purchased with the funding provided in this contract shall be taken in the name of the MWMO. The equipment will remain the property of the MWMO for its useful life. After the contract period, it may remain in the custody of the Grantee so long as it is used for the purposes of promoting and supporting the Grantee's Project goals. The MWMO may take possession of the equipment at such time as it becomes necessary to use it for MWMO purposes. If real property is acquired or improved with grant funds, the MWMO may require the recording of such covenants or restrictions on the use and development of the property as the MWMO deems necessary and appropriate to assure the continuing benefit of the Project to the public.

16. NONDISCRIMINATION.

Grantee agrees and will require contractors and subcontractors, material suppliers, and vendors to agree not to discriminate in hiring by reason of race, creed or color or otherwise violate the provisions of Minnesota Statutes, Section 181.59, which section is incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

CITY OF MINNEAPOLIS

By: _____
MAYOR

Countersigned:

By: _____
FINANCE OFFICER

By: _____
DEPARTMENT HEAD

Approved as to Form

ASSISTANT CITY ATTORNEY

MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION

By: _____
Chair

Date: _____

and

By: _____
Treasurer

Date: _____

Attachment(s): Application
Exhibit A